

DATA TRANSFER AND USE AGREEMENT

This Data Transfer and Use Agreement (“Agreement”) is made as of the date of the last authorized signature below (“Effective Date”) by and between, having an address at _____ (“PROVIDER”) and Wayne State University, having an address at 1560 East Maple Rd., Troy MI 48083 (“RECIPIENT”). PROVIDER is the owner of certain data identified below and of rights, title and interest therein and/or has the right to transfer such data. PROVIDER agrees to provide RECIPIENT with certain such data for purposes stated herein under the following conditions:

1. The Research (as hereinafter defined) will be conducted under the supervision of Robert Stansfield_____ (“SCIENTIST”). The nature of this Agreement is data transfer and collaboration.
2. The data covered by this Agreement includes: Data which were collected under the PROVIDER’S IRB approved protocol “_____” IRB _____ or an approved IRB exemption (collectively “DATA”).
3. Subject to the provisions of this Agreement, PROVIDER shall transfer to RECIPIENT the DATA as is mutually agreed upon and hereby grants RECIPIENT a non-exclusive, royalty-free license to use the DATA for the purpose of the Research (defined herein below) and as permitted by this Agreement.
4. The DATA has been collected from human subjects. RECIPIENT will not receive any private or individually identifiable information. The DATA has been collected under IRB approved protocol(s) listed above in paragraph 2, which includes all necessary informed consents and authorizations which disclose potential redistributions of the DATA in accordance with all applicable federal regulations for the protection of human subjects and individually identifiable information, including but not limited to, as applicable 45 CFR Part 46, “Protection of Human Subjects”, and the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Parts 160 and 164. RECIPIENT is authorized to receive the DATA under either an IRB approved protocol or an exemption from IRB approval protocol.
5. The DATA shall be used by SCIENTIST in research to study responses to the Resident Wellness Scale items and the scale as a whole to identify aspects and trends in residents’ well-being over time and between groups (hereinafter “Research”).
6. SCIENTIST and RECIPIENT will use the DATA only for the purposes described in paragraph 5 above and further agree to:
 - (a) Use the DATA in compliance with all laws, governmental regulations and guidelines applicable to the DATA, including any specially applicable to the DATA and/or the Research, including obtaining all required approvals for the proposed use of the DATA to comply with federal, state, local and institutional policies and regulations.
 - (b) Use appropriate safeguards to prevent use or disclosure of the DATA, other than as permitted by this Agreement or required by law.
 - (c) Report to PROVIDER any use or disclosure of the DATA that is not permitted by this Agreement or required by law.
 - (d) Require any research staff, employees or agents who receives or has access to the DATA to agree to the same restrictions and conditions on the use and/or disclosure of the DATA that apply to SCIENTIST and/or RECIPIENT.
 - (e) Make no attempt to use the information in the DATA to identify the individual subjects or contact such individuals.
7. This Agreement and the resulting transfer of DATA constitute a license to use the DATA solely for the Research. RECIPIENT agrees that nothing herein shall be deemed to grant to RECIPIENT or SCIENTIST any

rights under any PROVIDER patents or any other intellectual property rights to use the DATA for any products or processes for profit-making or commercial purposes.

8. RECIPIENT will upon request inform PROVIDER, in confidence, of results of Research related to the DATA. Each party agrees that it will acknowledge the other party's contribution, or those of its employees including SCIENTIST, as academically and scientifically appropriate, in its publications related to the DATA or SCIENTIST'S Research.
9. Each party agrees that it is responsible for its own research and data collection activities. .
10. The term of this Agreement shall be seven (7) years from the Effective Date. RECIPIENT agrees to destroy Data obtained under this Agreement upon termination or when it is no longer needed for the purpose for which it was obtained, and nothing in this Agreement authorizes either party to maintain Data beyond the time period reasonably needed to complete such purpose.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
12. **Miscellaneous.** (a) Any notice to be given hereunder shall be in writing and shall be deemed given when delivered personally or one business day after it is mailed by Express Mail, postage prepaid to the addresses set forth above or to such other place as any party may designate by written notice to the other parties; (b) this Agreement represents the entire understanding between the parties with respect to the subject matter described, supersedes all prior or contemporaneous understandings and agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the authorized representative of each party; (c) this Agreement shall inure to the benefit of and be binding upon the parties, and their successors and permitted assigns; and (d) this Agreement is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

PROVIDER

RECIPIENT

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

ACKNOWLEDGMENT BY RECIPIENT SCIENTIST

While not a party to this Agreement, RECIPIENT SCIENTIST acknowledges having read and understood the foregoing Agreement and acknowledges he/she will be required to perform all duties in accordance with this Agreement.

By: _____

Name:

Date: _____